The Solicitors' Journal

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CURRENT TOPICS

Famine in Briefs

"INGENIOUS but not convincing" is probably the best comment on the suggestion in the *Evening Standard* of 21st January that barristers believe that the so-called famine in briefs is due not to the high price of litigation, but to the fact that solicitors' offices are understaffed and are unable to prepare briefs expeditiously. There can be little doubt that solicitors' offices are understaffed, and on inquiry we have ascertained from Mr. T. G. LUND, secretary of The Law Society, that he estimates that probably about two-fifths of the profession remain to carry on normal practice and about the same proportion of pre-war staffs is left. In 1939 about 17,000 solicitors were on the roll, but there are much fewer to-day; about 6,000, he writes, are in the services, and about 3,000 more in Government or local government offices. Obviously, solicitors find it difficult to keep up to date with their work, but it is doubtful whether there is any more delay in litigation than there was before the war. There certainly is no delay in the criminal courts, and the increase in the number of divorce judges has resulted in a speeding up of their work. Other litigation in the High Court and the county court has been on a diminishing scale ever since 1940, mainly because of the lessening amount of private production and trade. The opinion that the "famine" in briefs is due to delays in solicitors' offices, if held in the Temple, which may well be doubted, would have to be based on some evidence of the statistical relationship between the war-time diminution of litigation and the war-time diminution of legal personnel. Such evidence is not available except as a rough and ready estimate that both have equally diminished; this does not lead to the conclusion drawn by the *Evening Standard* writer. Mr. LUND tells us that he has no evidence that actions are being held up unduly as a result of solicitors being hard pressed. The truth is that there have been waves of brieflessness in the Temple from time immemorial, and the war is no reason for looking for a scapegoat where none could be found before the war.

Courts Martial: Records

THE Secretary of State for War recently gave some useful information concerning the records of evidence transmitted to higher authority on appeals from courts martial. In answer to a question in the Commons, on 30th January, from Sir W. ALLEN, as to whether he would see that such evidence was not rewritten or typed copies, marked original, Sir JAMES GRIGG replied that it was invariably the original proceedings, duly authenticated by the signature of the president and judge advocate (if any) except where the circumstances had made it necessary to invoke the provisions of Rule of Procedure 100. Transcribed documents, said Sir JAMES, are included in original proceedings in the following cases: (*a*) In the more important trials when a shorthand writer is employed to take a verbatim record of the evidence; and the men so employed are specially sworn to take a true record and to deliver a true transcript. (The accused has an opportunity of objecting to the shorthand writer before the latter is sworn.) (*b*) Where it is impracticable for the court to retain an original document which has been produced by a witness at the trial and a copy has been attached to the proceedings, which has been compared with the original and a note to that effect placed in the proceedings. Sir JAMES said that he had no reason to suppose that judge advocates or presidents were otherwise than fully aware of their responsibilities, and most scrupulous in discharging them.

Nagging and Legal Cruelty

IT may seem frivolous to ask, "what are the legal consequences of nagging," but all practitioners in the magistrates' courts and the divorce courts will agree that there are occasions when the question must be considered in a far from humorous vein. Any sort of conduct which is "of such a character as to cause danger to life, limb or health, bodily or mental, or such as to give rise to a reasonable apprehension of such danger," is cruelty in the legal sense for the purposes of divorce (*per* Lord Davey in *Russell* v. *Russell* [1897] A.C. 395, at p. 467). In the divorce court the statutory words applicable are: "has since the celebration of the marriage treated the petitioner with cruelty" (s. 176 of the Judicature Act, 1925, as amended by s. 2 of the Matrimonial Causes Act, 1937). In courts of summary jurisdiction, the appropriate words are "whose husband shall have been guilty of persistent cruelty to her" (Summary Jurisdiction (Married Women) Act, 1895, s. 4). The difference in the wording of the two statutes seems to indicate the necessity for applying stricter standards in the magistrates' courts, where cruelty cases are frequent, than in divorce courts, where they are less in number (*Cornall* v. *Cornall* (1910), 74 J.P. 379). At Carlisle Assizes, on 20th January, in *Proctor* v. *Proctor*, a divorce case, involving a petition and a cross-petition, both on the ground of cruelty, the Lord Chief Justice granted a decree to the husband and described the wife's conduct as "annoying and nagging and constantly pestering her husband," whom his lordship described as "a quiet man." "The husband's case," the Lord Chief Justice said, "was that over a long period of years the wife had got into the habit of pestering him with questions causing him mental distress which sooner or later affected his physical health." The parties had been married thirty-two

years and had four children. Nagging is, of course, not an exclusive failing of the weaker sex (see, e.g., *Walmesley* v. *Walmesley*, 69 L.T. Rep. 153, and *Bethune* v. *Bethune* [1891] P. 205), and it is not impossible that wives may bring their husbands before the magistrates on cruelty charges involving nagging, but fairly strong medical evidence of consequent injury to health would probably be required before a maintenance order could be obtained.

Company Law Reform

THOSE who have been studying the evidence before the Cohen Committee on company law amendment have observed the constant recurrence in the statements by all the witnesses of the same topics, nominee shareholdings, shares of no par value, forms of prospectuses and accounts, publication of accounts of private companies, strengthening of shareholders' control, and a number of other matters affecting the public at least as much as the officers and members of companies. These and other similar points were contained in a list of matters which the committee itself drew up for the consideration of witnesses, and, to that extent, it may be possible to understand the lines on which the committee may be considering its report. There are now nearly 800 closely printed foolscap pages of evidence in existence, and it is significant that the committee has announced that no further evidence will now be published. In an interesting article in the *Sunday Times*, of 21st January, Mr. G. L. SCHWARTZ points out that " the test of any institution—perhaps, the only test—is its relation to the general welfare." According to the writer, the primary public interest lies in the efficiency of the organisation, i.e., the company. Under present conditions, prices, earnings and profits provide the guides to the utilisation of resources, and " if these indexes are distorted the system cannot function to the maximum welfare." It is not surprising, he adds, that in a dynamic world, company law, like any other body of law, should stand in need of periodic revision. Some people are in favour of a continuous commission to consider day-to-day reforms. The writer urges that advocates of the *status quo* should reflect on this alternative to considered and definitive amendment of the existing law. There were advocates of the *status quo* among witnesses before the committee, and the alternative of a commission to keep on making small changes in the law is not likely to commend itself to them, as it is not likely to commend itself to all those who value certainty and stability in a legal system.

Shareholders and Votes

ONE of the matters investigated by the Company Law Amendment Committee was the possibility of securing a more democratic handling of companies' affairs by giving increased effectiveness to the ordinary shareholder's vote. That this is not the final step towards achieving democratic control by the shareholders has been made clear by the example of the Midland Bank, Ltd., whose chairman, Mr. STANLEY CHRISTOPHERSON, gave some interesting figures relating to shareholdings in the bank in his annual statement circulated with the report and accounts for the year to 31st December, 1944. In this bank, he wrote, they had about 78,000 shareholders, many of them, such as those acting as trustees, representing more than one individual; the average holding of paid-up capital thus worked out at about £195, and the average annual dividend received at £31 less tax. Over 40,000 of the shareholders owned less than £100 of paid-up capital each; three out of every four owned £200 of paid-up capital or less; and fewer than 2,000 of them, or about one in forty, held more than £1,000 each. Over the past ten years the number of shareholders had increased by roughly 4,000, nearly all of whom fell within the up-to-£200 group. Further, even if the bulk of the proprietorship were in few hands, there could be no domination of the bank by a group acting for its own ends, for, while every shareholder, however small his holding, was entitled to vote on all matters—including the final dividend rate—referred to a general meeting, the founders of the bank provided, in their wisdom, that no shareholder, however large his holding, should have more than six votes. It may be many years before such an ideal situation may be possible with regard to all joint stock companies, but who can say that it is not something worth attaining, no matter what a company's objects may be?

Repair of War Damage to Dwellings: Prime Cost Contract

IN a circular (15/45) sent by the Ministry of Health to housing authorities (excepting authorities in the London Civil Defence Region) and to county councils on 16th January, 1945, the Minister refers to the pamphlet R.O.D.1 issued by the War Damage Commission in agreement with the National Federation of Building Trades Employers in June, 1944. The pamphlet sets out the procedure for the assistance of claimants who propose to execute works for the repair of war damage in respect of which they would be entitled to claim a payment of the cost of works. The Minister has settled, in consultation with the War Damage Commission, the Ministry of Works, the Associations of Local Authorities and the National Federation of Building Trades Employers a form of contract for use between local authorities and builders for the repair of war-damaged dwellings which will reflect these terms (Form M.H./P.C.1). The contract provides on the basis of a three-months' aggregation of all work in one contract similar terms and conditions of payment to those agreed between the War Damage Commission and the National Federation of Building Trades Employers for work carried out for private owners on a prime cost basis and contained in Parts III and IV of Form R.O.D.1. The contract is intended to be used only in connection with the repair of war damage to dwellings, and for this purpose it replaces the Ministry of Home Security Model Form of Prime Cost Contract. It has been decided that, for the repair of war-damaged dwellings, this new form should be adopted in its entirety without modification or addition. It has also been agreed that the financial terms of the new contract should have retrospective effect from the 15th June, 1944, and it is desired that any necessary adjustments of payments should be settled forthwith. The Minister considers that the safeguards and remedies against breach of contract that have been incorporated are adequate. Certain local authorities will find it necessary to waive their standing orders by resolution in relation to the use of these contract conditions for the special purposes indicated above. Copies of the form of contract are obtainable from the Ministry of Health.

War Damage to Highways and Sewers

A NEW circular (H.L.2) issued by the War Damage Commission to highway authorities calls attention to the fact that notifications of war damage to highways and roads should be submitted within thirty days of the date of occurrence, and claims made as soon as practicable after the completion of repairs. A scheme to deal with war damage to sewerage undertakings has not yet been enacted, and therefore, as it is impracticable to make a separation of costs of work done to the joint services, arrangements have been arrived at for the making of an allocation for the purpose of preparing highway claims. This division of expenditure should be made on a percentage basis, to be settled according to the actual circumstances and possibly varying from area to area. The circular gives, for the information of highway authorities, a number of rulings on questions which have been submitted. Among them are the following :—

Road Barriers.—Expenditure incurred on barriers to fence off roads with unexploded bombs in their neighbourhood, or to exclude the public from other roads for safety or traffic reasons, cannot be accepted as a part of war damage claims, but may be included in the authorities' air-raid precautions claim.

Street Lighting.—The cost of making good street lighting apparatus not owned by a highway authority is not admissible

under the highways scheme, but should be claimed by the public utility undertaking as a part of its war damage claim in due course.

Sewers.—Repairs to surface water sewers, including gullies and connections, may be included in claims for war damage repairs to highways.

Diversion of Traffic.—Abnormal wear and tear to other roads due to diversion of traffic from a war-damaged highway cannot be accepted as war damage.

Substitute Materials.—Where substitute materials are used, such as concrete kerb in place of granite, such repairs will normally be regarded as permanent reinstatement, except where the use of the substitute is obviously a temporary measure with early replacement in view.

Reinstatement Obligations

IT is unfortunate, but perhaps on the whole inevitable, that a certain amount of litigation should take place in the tribunals set up under the Reinstatement in Civil Employment Act, 1944. Mere goodwill by itself is not enough to enable employers in every case to put back the clock; they may sometimes be called upon to make sacrifices which are commercially difficult. On the other hand, as Sir GODFREY INCE, Permanent Secretary to the Ministry of Labour and National Service, said at a meeting of industrialists in London on 24th January, the mere discharging of legal obligation would not be enough. Returning service men must be made to feel that their employer had given a thought to their problems, and that he was anxious to help them. He said that reinstatement advice offices would be established in every important town to give advice and information to all men and women released from the Forces and from other forms of war service. On the same day, Mr. W. ADDINGTON WILLIS, the Deputy Umpire, held in London that awards under the Act were not retrospective. The case was one in which Manchester Collieries, Ltd., of Leigh, Lancashire, appealed against a retrospective award of 10s. a shift from February, 1944, to November, 1944, to a miner who, after his service in the Royal Air Force, had been taken back into the company's employment as a packer, with the result, as he claimed, that he lost about £4 a week in wages. The Deputy Umpire held that as the Act came into operation on 1st August, 1944, compensation could only be payable as from that date.

Ten Pound Building Limit Extended

THE MINISTER OF WORKS announced in the House of Commons on 31st January that he had made an order (S.R. & O., 1945, No. 105) which, from Monday, 5th February, 1945, extends the area in which a licence is required before any building work costing £10 or more is put in hand. The new order applies the £10 limit to areas within reasonable daily travelling distance of London and to those areas which have become known as "Bomb Alley," where numerous houses and farm buildings are in urgent need of repair. The areas are Kent, Essex, Surrey, East Sussex and parts of Berkshire, Bedfordshire, Hertfordshire, Buckinghamshire, Hampshire, West Sussex and Oxfordshire. These are in addition to the authorities within the London Civil Defence Region to which the £10 limit was applied on 2nd October, 1944. Licences for works costing £10 but not exceeding £100 in cost will be issued by the local authority for the area in which the work is to be carried out; licences for works costing more than £100 will be issued by the Regional Licensing Officer, Ministry of Works, in Cambridge, Tunbridge Wells or Reading, according to the region in which the work is to be carried out. Any person who, on 5th February, 1945, is carrying out a building operation the cost of which, either by itself or together with the cost of any other work carried out on the property during the preceding twelve months, exceeds £10 but does not exceed £100 should stop that work as soon as reasonably practicable, but in no case later than Saturday, 10th February, unless he has obtained a licence from the local authority concerned. Application for a licence to carry out any essential work (within these financial limits) should be made on or after Monday, 5th February, to the local authority in whose area the work is being carried out. If work is necessary in circumstances of emergency (e.g., to prevent flooding or to remove danger) it may be put in hand without prior application for a licence.

Solicitor for Vendor and Purchaser

THE complications that may result from a solicitor acting for both vendor and purchaser have not apparently deterred some solicitors from braving the risks involved. The Council of The Law Society have found it necessary to draw renewed attention to their view that it is contrary to r. 1 of the Solicitors' Practice Rules, 1936, for a solicitor to one party to a conveyancing transaction to write at the outset of the matter to the other party a letter containing an unsolicited offer to act for him. One solicitor to whose attention the rule was drawn, according to the January issue of the *Law Society's Gazette*, replied that he considered it was common form to write: "If you have no solicitor acting for you we shall be happy to act for you as well as our client." The Council considers that this view is wrong and that it is professionally improper for a solicitor to make any unsolicited offer of his services in this way to a person who is not his client, even though he prefaces it by an inquiry who the solicitor acting for that person is, or whether that person proposes to be separately represented, or any other similar words. In the earliest days of the profession there is a report of a solicitor being committed and removed from the roll for being "ambidexter" (*Mason's* case (1673), Freem. K.B. 74). Nowadays it is still considered undesirable for a solicitor to represent both vendor and purchaser, even if he has not solicited the work (*Sandford* v. *Sandford*, 11 W.R. 336).

Land Registry: Office Copies

ONE of the many useful items of information in the January issue of the *Law Society's Gazette* is one concerning office copies of entries on the Land Register and filed plan. The Council of The Law Society has been informed that the request of the Chief Land Registrar to solicitors in May, 1944, not to apply for office copies if there was any other method of meeting needs, was not intended to discourage applications for individual office copies for the purposes of s. 110 of the Land Registration Act, 1925. There is no need, it is pointed out, to refrain from making such applications, but it is still important to limit other applications for office copies, as the requirements of the fighting forces still curtail the Registry's supply of photographic materials. The Chief Land Registrar points out that in spite of the notice of May, 1944, the number of applications for office copies in recent months has shown a very considerable increase. An article in the *Gazette* of April, 1943, recommended a more extensive use of the method prescribed by s. 110 of the Land Registration Act, 1925, of providing evidence of title, that is to say, by the vendor's solicitors obtaining an office copy of the entries on the register and filed plan, and sending it to the purchaser's solicitor on the exchange of contracts, without delivering any abstract of title, except as might be required by s. 110 (2). It is emphasised by the Council that the Chief Land Registrar's request does not affect this recommendation, which still holds good.

Recent Decision

In *Abbott* (*Inspector of Taxes*) v. *Albion Greyhounds* (*Salford*), *Ltd.*, on 29th January (*The Times*, 30th January), WROTTESLEY, J., held that, where a company managing a greyhound racing track kept up a kennel of racing greyhounds to make up the necessary entries if sufficient privately owned dogs were not available for any race, the expenditure on the kennels was in the nature of fixed and not circulating capital, as it was not the company's policy to sell the dogs, and therefore only the cost of renewals was chargeable against income.

LIMITED LIABILITY FOR THE NEGLIGENT PERFORMANCE OF WORK

WHERE a contract for work to be done contains a clause limiting liability for loss or damage to a certain sum, that limit generally applies even where the loss or damage is due to the negligence of the contractor, though negligence may not expressly be mentioned. But where the contractor sub-contracts his work such a limit is of no avail if sub-contracting is outside the scope of the agreement.

Such, in general terms, is the gist of two decisions of the Court of Appeal, reported in *The Times* on the 25th January. The first, *Alderslade* v. *Hendon Laundry, Ltd.*, concerned the liability of a laundry ; the second, *Davies* v. *Collins*, that of a dry cleaner ; but they obviously have much wider application than to these two particular trades.

In *Alderslade's* case the laundry argued successfully that bailment to a laundry was not the same as bailment to a common carrier. A common carrier is a person who publicly undertakes, for hire, to transport from place to place the goods of such persons as may choose to employ him (*Watkins* v. *Cottell* [1916] 1 K.B. 10). A carrier may lose his position as a common carrier by insisting on a special contract with each customer, but not necessarily (*Great Northern Railway* v. *L.E.P. Transport, Ltd.* [1922] 2 K.B. 742).

A common carrier is in the nature of an insurer, and at common law has no defence in case of loss of or injury to the goods unless caused by Act of God or of the King's enemies, by inherent vice in the thing carried or by the act or omission of the owner of the goods.

The laundry referred to *Rutter* v. *Palmer* [1922] 2 K.B. 87. In that case the owner of a car deposited it with a garage-keeper for sale on commission, subject to a clause in the contract : " Customers' cars are driven by your staff at customers' sole risk." The car was so driven, in order to effect a sale for the benefit of the owner, and was injured by the negligence of the driver. Bankes, L.J., distinguished this case from that of a common carrier. " If a common carrier would protect himself from responsibility for the acts of his servants he must use words which will include those acts which are negligent ; because words which would suffice to protect him from liability for acts properly done by his servants in the course of their service may fall short of protecting him from their negligent acts. But if an ordinary bailee uses words applicable to the acts of his servants, inasmuch as he is not liable for their acts unless negligent, the words will generally cover negligent acts, although such acts are not specially mentioned, because otherwise the words would have no effect . . . The clause may well have been inserted in the contract to bring home to the customer that it is for him to insure against accidents in which the car may be concerned." But Bankes, L.J., also expressed the view that " staff " must be read to mean " regular driving staff." It would be outside the terms of the contract if, for example, the car had been driven by a member of the clerical staff. And Scrutton, L.J., added that " driven " must mean " driven for the purposes of the bailment," namely, for selling the car. Atkin, L.J., followed Bankes, L.J., in comparing the case with that of a carrier. Where the liability of a carrier is not confined to his negligence, a clause exempting the carrier from " any loss " may have a reasonable meaning even though the exemption falls short of conferring immunity for acts of negligence. But where a carrier is exposed to one kind of liability only, and that liability is for negligence, the exemption must be taken to cover negligence. The laundry could have been liable only if the loss were caused by their negligence.

It will be seen from the above that *Alderslade's* case laid down no new law. The customer's contention that if the laundry had wished to protect themselves against negligence they should have expressly said so was wrong, negligent acts acts being the only ones for which they could have been liable ; providing those acts (though negligently performed) were part of the contract, and therefore contemplated by the exemption clause.

Davies v. *Collins* was quite different. The plaintiff left some clothes with the defendant for cleaning and repairing. The defendant failed to return them and the plaintiff claimed damages. The defendant had farmed out the work to sub-contractors.

The county court judge, supported by the Court of Appeal, held that the nature of the work was such that the defendant had no right to employ sub-contractors. In some contracts it is a matter of indifference by whom the work is done, and there is then no objection to sub-contracting. The contract promised that " every care is exercised in cleaning," but care could not be exercised over the work of sub-contractors. (This would not preclude the employment of a sub-contractor on ancillary tasks such as delivery.) If one man contracts that he shall do work, and it can be inferred that he was selected for that purpose on account of his individual skill or other personal qualification, he cannot tender another person to do the work : this was laid down in *British Waggon Co.* v. *Lea* (1880), 5 Q.B.D. 149, though in that case the particular contract was for the repair of waggons, and was held assignable ; and an opinion was given in favour of extending rather than narrowing the assignability of contracts. But, see *Cooper* v. *Micklefield Coal & Lime Co.* (1912), 107 L.T. 457.

The practical lessons are simple. If customers wish to protect themselves against loss through the negligent performance of a contract they should see what, if any, monetary limit is placed by the contract on the amount of compensation recoverable, and should consider the necessity and desirability of insuring for the balance. And if a contractor wishes to sub-contract the work he undertakes to do, it would often be prudent for him to obtain the express or implied consent of the customer.

A CONVEYANCER'S DIARY

DIVORCE LAW

RATHER over a year has passed since there appeared in *The Times* letters from a number of His Majesty's judges concerning the trial of divorce cases. The main point was that existing arrangements for the trial of undefended causes at assizes are not satisfactory. But it soon seemed apparent to the layman that something must be quite wrong with the system in general ; and the arrangements, since made, to increase the number of judges of the Probate, Divorce and Admiralty Division, and for judges of that division to go on circuit, touch only the fringe of the trouble. I am venturing to put forward the following observations, because this seems one of those cases where a completely detached view may perhaps be helpful. I want to make clear that I write as almost a layman ; but in the last twelve months I have looked up the relevant law to some extent and have also inquired the views of a number of members of both branches of the profession who have a better knowledge of the subject than I. One thing is clear to start with : though criticisms vary, I have found no one who thinks that the existing divorce law and practice are satisfactory.

It is axiomatic that a good law is one whose expediency and reasonableness are generally understood and accepted. These conditions do not seem to be fulfilled by the divorce law, and changes are therefore needed. But, up to now, changes in the divorce law have always been thought to involve wide political and ethical issues justifying either an inquiry by a Royal Commission, or at least controversy and heated debates. Therefore, one is told, changes are always difficult ; and, indeed, that they are now almost impossible, since it was only in 1937 that Parliament last passed amending legislation

which is enough to go on with. The purpose of this article is to suggest that quite a different approach would be in the general interest, namely, that the existing law and practice should be considered by the Law Revision Committee, who should be asked to assume that the existing *grounds* of divorce are neither to be extended nor diminished. With that premise, they should be asked to review the position at large and to produce suggestions for machinery which will be expedient and reasonable, it being open to them to advise changes in any matter of law and practice except the grounds for divorce. If that were done, the whole matter could be coolly considered: the committee's stature won general recognition before the war, and if the grounds for divorce are not to be changed, there would be no excuse for feeling to run high when Parliament is asked to implement the committee's recommendations.

So far as I can see, there is at present no question of principle that remains open. While almost everyone is alarmed by the great numbers of divorces in recent years, no one really suggests that the remedy is to abolish divorce. Marriage has been capable of dissolution in this country for several centuries: the Act of 1857 conferred on an ordinary court of law a power of dissolution which had already long been exercised by Parliament (see Blackstone, Comm., I, 441, written in 1765), and between 1857 and 1937 the grounds for divorce were extended. On the other hand, no one seriously argues at present for further extensions of the grounds for divorce. The real issue was stated by Viscount Simon, L.C., in *Blunt* v. *Blunt* [1943] A.C. 517, at p. 525, in the course of observations on the points which ought to be weighed by the court in deciding whether to exercise its discretion. He said: "To these four considerations (previously mentioned) must be added a fifth of a more general character, which must, indeed, be regarded as of primary importance, namely, the interest of the community at large, to be judged by maintaining a true balance between respect for the binding sanctity of marriage and social considerations which make it contrary to public policy to insist on the maintenance of a union which has utterly broken down." This observation must presumably be just as true generally as it is of those cases where the discretion is sought. But it is doubtful how far the existing machinery conduces to maintaining the balance referred to. At present there are no adequate arrangements to ensure that the marriages which are dissolved have in fact "utterly broken down" before the proceedings are started, nor to ensure that a decree is only made where the marriage has so broken down, nor is there any reconciliation procedure. This position follows from the fact that proceedings for divorce take the form of a *lis inter partes* which can be started without leave and in which one side seeks relief relying on facts which amount to one or other of the prescribed grounds for such relief. The respondent then has the option to defend or not to defend. It does not follow that, if he defends, the marriage has not utterly broken down: equally, it does not follow from his not defending that it has done so. The questions of fact relevant for deciding how to maintain the balance referred to by the Lord Chancellor are not the same as those necessary for establishing one or other of the grounds for divorce. That is a major criticism, but one which could surely be met by adjustments in procedure without changing the grounds for relief.

With considerable diffidence, I suggest that a solution might be found on somewhat the following lines. It should be enacted that a petition for divorce should not be capable of being presented except with the leave of "the tribunal." This tribunal should be either the court of summary jurisdiction or the county court or the High Court itself at the petitioner's option. The application for leave should not be granted unless the tribunal finds as a fact that the marriage has utterly broken down. It would, of course, be open to the other party to make a similar application, and, if the necessary facts are found, the tribunal would grant leave to both parties to start such proceedings for divorce as they may be advised. The statute should also place upon the tribunal the duty of seeking to bring about the reconciliation of the parties. Moreover, it should be required, if both parties are within the United Kingdom, to see both parties, if necessary compelling their attendance by subpœna. Once leave had been given, the substantive proceedings would be ordinary litigation: but there would be no point in retaining the existing rules against collusion and so on, as the court would be dealing only with marriage already found by the tribunal utterly to have broken down; most cases, no doubt, would go through by consent, a decree being given to one or both parties according to whether both or only one have given to the other grounds for divorce, those grounds remaining unchanged. It is doubtful whether the agreed cases would need to be taken in the High Court if such were the basis: the county court would perhaps suffice. On the other hand, there should, of course, be facilities for the trial of contested cases in the High Court.

It may be objected that such arrangements for divorce cases as are outlined above would involve duplication of proceedings between the tribunal and the court. Such a criticism would surely not be well founded. It is to be hoped that the activities of the tribunals would heavily reduce the number of divorce petitions; I cannot help feeling that there must be very many cases in which nowadays a petition is issued and the parties afterwards become irreconcilable through the very fact of being opposed to one another as parties in litigation; in such cases the tribunal could very well "knock the parties' heads together" so that they would never reach the court. On the other hand, in those cases where the marriage has utterly broken down, the divorce proceedings themselves would generally be purely formal.

The reason why I suggest that the tribunal should, at choice, be the court of summary jurisdiction, the county court or the High Court is that all those courts have jurisdiction under the Guardianship of Infants Acts. Whenever there are infant children of the marriage the applicant should be obliged to intitule the proceedings in the matter of those Acts, and to join an application as to custody. It would follow that the tribunal would have its attention called at the outset to the very important question of the children, whose welfare it would be bound to consider as the paramount consideration on the application for custody, under s. 1 of the Guardianship of Infants Act, 1925. Such a procedure would give to the position of the children the prominence which it deserves but which now seems to be lacking. Their interest will often be that the marriage shall continue, and that fact will be relevant on the question whether it has utterly broken down.

These proposals, of course, need to be worked out in more detail. But that is a task for experts. Hence I return to my basic submission, which is that the whole matter should go to the Law Revision Committee. Apart from the wide general issue, there seem to be curious points of detail which ought to be reviewed. For instance, I am told that an unsuccessful respondent wife can recover her costs from the successful petitioner: there is no visible justification for such a rule. Again, it is difficult to see why a wife-petitioner should ever be entitled to any financial benefits, for herself as distinct from the children, after her remarriage: the enactments on this subject seem designed to make good to her the loss of the right to support which she would have enjoyed had the marriage not been dissolved, a claim quite inconsistent with her position as the wife of someone else. The existing practice as to the money arrangements might very well be generally reviewed. There is also the question of damages: the notion of damages makes no appeal to most people now, but if proceedings for damages are to be allowed, why should they not also be awarded against the "woman named"? These are relatively minor matters and no doubt there are others: the object would be to produce a more convenient system, and it is essential for convenience that any anomalies which are discovered should be done away with. My submission is that, with the single restriction indicated above, the committee should be asked to advise on the whole of the existing law and practice relating to divorce.

LANDLORD AND TENANT NOTEBOOK

A HYPOTHETICAL HARDSHIP CASE

I DO not know whether any readers who may have read *Hardship Cases* in this "Notebook" in our issue of 4th November last (88 SOL. J. 373) also listened to the first of the B.B.C.'s new series of "This is the Law" broadcasts on the 28th January. As had been announced, this was to be devoted to a landlord and tenant topic; and the topic chosen was possession of protected premises on the grounds of availability of suitable alternative accommodation or of the landlord reasonably requiring the dwelling-house as a residence for himself. The broadcast, designed to be entertaining as well as instructive, gave us in dramatic form an illustration of the mischief the Increase of Rent, etc., Restrictions Acts were intended to remedy, then the short history of a tenancy within those Acts and its determination by the landlord, and lastly a representation of the hearing of his claim in the local county court. Short expositions of the law were from time to time interposed. There was also some incidental music, such as "Home, Sweet Home," which, however, ceased before the trial of the action; the B.B.C. did not cause the plaintiff to enter the witness-box to the strains of ". . . but I think you ought to go," or the defendant's evidence to be given a musical background of "I wouldn't leave my little wooden hut for you."

The facts of the hypothetical case of *Higgins* v. *Brown* were as follows: The plaintiff acquired the house claimed, a four-roomed one, some eleven years before the outbreak of the present war as his matrimonial home. Soon after the outbreak in question his wife and their two children left London as evacuees, and he let the house to the defendant, a more recently married man. He had at some time, he admitted in cross-examination, illegally attempted to increase the rent.

Now the plaintiff's wife desired to return to London, being (she said in evidence) heartily sick of rural life and (presumably) less apprehensive about enemy action. The two children were of an age when it was desirable that they should attend school in town. And the plaintiff was able to offer the defendant a rather more expensive flat, which was larger in area, but which had, however, three rooms, as opposed to the four of the house. It was about the same distance from where the defendant hoped to work (having worked there before).

A notice to quit (of which more later) having been disregarded, the action was launched. In answer to the plaintiff's case, summarised above, the defendant and his wife deposed that they had two young children and were expecting a further addition, and contended that a three-roomed flat did not constitute suitable alternative accommodation. The wife of the defendant also complained of her general health and in particular of rheumatism in the feet, thus inviting the comment that a flat would suit her better. She also mentioned some expenditure on a heater (but did not repeat a complaint about a defective draining-board made previously).

The learned judge first considered the question of the suitability of the flat and came to the conclusion that by reason of the "extent" condition in s. 3 (3) (*b*) (i) of the Rent, etc., Restrictions (Amendment) Act, 1933, the plaintiff had failed to make out his case on that ground.

On the difficult question of hardship, his honour came, with some hesitation, to the same conclusion.

I think that, on the whole, the little drama was true to life, and was a fair instance of the problem which often confronts county court judges. It did not illustrate the case of the ex-serviceman landlord which the B.B.C. "Can I Help You" expert discussed some time ago, and which was commented upon in a paragraph of our "Current Topics" of 21st October, 1944 (88 SOL. J. 354), and referred to in the "Notebook" article mentioned above. And it is a pity that while the plaintiff made much of the fact that the house was, after all, his, thus invoking one of the conflicting propositions referred to in that paragraph, the defendant did not seek to rely on the other: that anyone who evacuated and let a controlled house could not complain of greater hardship if he wanted it back when returning to town. The judgment did not refer to this conflict at all, nor could this be expected if the argument did not raise it. It was also in keeping with conditions as we know them that the learned judge did not indicate what weight he attached to the various considerations; but he might have mentioned whether there were any (such as the attempt to raise the rent or the expenditure on the heater: *quaere*, a removable fixture?) to which he attached no weight at all.

Two rather more serious criticisms are called for. Unless my ears and those of a confrere who listened independently deceived me and him, the notice to quit was bad; the tenancy was a monthly one, and notice was given during the currency of a month for the end of that month. Neither the tenant (who, I may say, seemed unusually vague about the Acts, but was at least not under the common delusion that the landlord had "got to find him a place"), nor the official at the Citizen's Advice Bureau, whom he consulted, nor the Poor Man's Lawyer, to whom the latter sent him, nor the Bentham Committee solicitors, who acted for him, nor his counsel, whom they instructed, nor the judge, noticed this defect. And I was disappointed to find that the B.B.C. were not working up for a melodramatic *denouement*; the judge, while delivering judgment for the plaintiff, interrupted by one of the public who attend these trials, the *deus ex machina* on this occasion being, perhaps, an ex-barrister disbarred through habitual drunkenness and who, being in his usual condition, had mistaken the county court buildings for licensed premises.

The other criticism relates to an award of "Poor Persons" costs to the defendant. There is, of course, no Poor Persons Procedure in county courts, and the judge (who, in voice and manner, strongly resembled the B.B.C.'s usual High Court judge) must have mistakenly exceeded his powers. But, apart from this, it may be observed (i) that many county court judges make it a principle to award no costs in "hardship" cases, and (ii) that on the authority of *Gundry* v. *Sainsbury* [1910] 1 K.B. 645, costs should not be awarded to those who incur no liability for such, and there was occasion to inquire whether the defendant was not in that fortunate position.

AN ATTENDANCE CASE

Since writing about *Regent Estates, Ltd.* v. *Kerner*, in our issue of 13th January, I have been assured and satisfied by those acting for the plaintiffs (*a*) that there was ample evidence of the tenancy having become a monthly one, and (*b*) that the court did, in fact, distinguish (though the actual drawing of the distinction is not brought out in the report) between services performed in and services performed outside the demised flat.

TO-DAY AND YESTERDAY

LEGAL CALENDAR

February 5.—Among members of the Irish bar there used to be some competition for the post of assistant-barrister, a local judgship set up for the administration of justice to the poor. For some years the assistant-barrister for Mayo was an old gentleman named Robert Johnson, and at last, owing to his increasing infirmity, the authorities became desirous of his retirement. Mr. George O'Malley Irwin, a young barrister of not many years' standing came to know of this and, being anxious to become an assistant-barrister himself, he set to work at both ends of the line, on the one hand attempting

to persuade Johnson to retire, even offering the inducement of a considerable sum of money, and on the other hand seeking from the appropriate department an undertaking that if he secured Johnson's resignation, he would get the place. In neither case did he succeed, but he thought the situation hopeful enough for bold action, so he forged a letter of resignation in Johnson's name, delivered it to the authorities and renewed his attempts to persuade him to retire. The outcome of the ensuing complication was that, on the 5th February, 1835, he was tried in the Court of King's Bench, in Dublin, on a charge of uttering the forged letter and convicted.

February 6.—On the 6th February, 1841, Mr. Justice Littledale took leave of the bar in the Court of Queen's Bench, after more than sixteen years as a judge. The early years after his appointment, when he sat with Abbott, Bayley and Holroyd, were called by Lord Campbell " the golden age of justice." He performed his duties to the admiration both of lawyers and of the public in general. He positively enjoyed his work, no matter how heavy, and never displayed impatience or unkindness. On his resignation the bar paid him the compliment of an affectionate address expressing their sorrow at parting.

February 7.—Lloyd Kenyon was called to the bar by the Middle Temple on the 7th February, 1756. He was a Welshman, and after leaving Ruthin Grammar School he had first been articled to a Nantwich attorney, with whom it was proposed that he should enter into partnership, but some difference having arisen as to the terms, he decided to become a barrister. His father could only spare him a small allowance and he lived modestly in chambers in Brick Court, working assiduously. John Dunning, afterwards Lord Ashburton, was his contemporary at his Inn of Court, and together with Horne Tooke, then a student at the Inner Temple, they would often dine together at a cheap little eating-house near Chancery Lane at 7½d. a head. Long afterwards he would point out the place, and during his poverty he contracted saving habits which he never lost. When Dunning achieved success Kenyon began by devilling for him, so efficiently that attorneys noticed him. Later he devilled for the great Thurlow, who, on becoming Lord Chancellor, rewarded him with the Chief Justiceship of Chester. In 1784 he became Master of the Rolls, and in 1788 Chief Justice of the King's Bench and a peer.

February 8.—On the 8th February, 1675, George Clark and John Ramsay were condemned to death at Edinburgh for poisoning their master, John Anderson, a merchant. From an apothecary's apprentice they had first obtained drugs to make him sleep while they robbed his chest of money and valuables. This was easy, for he was not married and lived alone in his house with them. Afterwards, fearing that they would be discovered, they obtained a slow poison which killed him in a few days. When they confessed their crime, " they added that before they conceived the idea of giving their master drugs to bereave him of life, they had frequently been in use to infuse powders in his drink which made him outrageously drunk, that they might make sport of him in his drunkenness."

February 9.—On the 9th February, 1814, John Taylor Coleridge, afterwards a judge, wrote to his father in Devon giving him news of his doings as a student at the Middle Temple: " Among the students of the law the theatre is considered a matter of importance; we go sometimes in parties of twelve or more and make quite a formidable figure in the pit. The squeeze to see Kemble is dreadful."

February 10.—The Round Church in the Temple was dedicated on the 10th February, 1185, being " consecreted in honour of the Blessed Mary by the Lord Heraclius, by the grace of God, Patriarch of the Church of the Holy Resurrection." The ancient Latin inscription recording the ceremony was engraved in Saxon capital letters over a little door then next the Cloisters. Unfortunately it was destroyed by workmen in 1695.

February 11.—Writing to his brother in February, 1808, John Campbell, afterwards Lord Chief Justice, told him of the beginning of his Reports of Cases Determined at Nisi Prius. " My first number was published on the 11th instant. I have not met with anything as yet particularly gratifying in respect of it, neither have I reason to be mortified. According to custom I sent round copies to the judges of the King's Bench and Common Pleas . . . I have received congratulations and compliments from many of my friends at the bar; but these would have been precisely the same, whatever the merits or demerits of the Reports. Probably, indeed, the persons who offered them had never seen the book or got beyond the title-page. . . . The inconvenience which I foresaw of reporting erroneous decisions I have felt. One case I was obliged to cancel after it had been printed off, and there are others that had better have been left out."

A Belgian Jury Story

Here, before I forget it, is a story told me by a colleague of the Belgian Bar. In Brussels he was once briefed to defend a man alleged to have committed a burglary in the course of which he murdered the woman of the house. The case against him was strong, and all that could be done was to cast doubt on the evidence of identification. Finally the judge left three specific questions to the jury: (1) Did the accused commit the burglary? (2) Did he assault the deceased? (3) Did the assault cause her death? After some time the jury returned to court with their answers: To the first question, Yes; to the second question, Yes; to the third question, No. The judge, exhibiting some signs of astonishment, awarded a maximum sentence of ten years, and the evident satisfaction of the prisoner indicated that he had got off more lightly than he expected. In the corridor afterwards one of the jurymen came up to his counsel and asked what he thought of the verdict. He replied that he was puzzled; he could have understood a Yes or a No to all the questions, but seeing the woman was indisputably dead he could not understand the negative following the two affirmatives. The juryman said he obviously didn't follow what had happened. " You see," he explained, " we weren't sure enough that he was guilty to get him a death sentence, but we were too sure he was guilty to let him go free; so we agreed on a compromise verdict."

REVIEW

Learning the Law. By Glanville L. Williams, M.A., LL.B., Ph.D., of the Middle Temple, Barrister-at-law. 1945. pp. vii and 156. London: Stevens & Sons, Ltd. 7s. 6d. net.

Though primarily written for university and bar students, this is a book which articled clerks will find helpful. Not everyone has a tutor who is the " guide, philosopher and friend " that Dr. Glanville Williams succeeds in being in this book. No one but the novice and the lawyer who remembers his novitiate can appreciate how great is the need for a clear explanation of the initial technicalities that arise in the early stages of law studies. The work is both unconventional and traditional, and therein lie both its virtues. Though there is nothing like it among recent publications, it carries on the great traditions of Coke's Prefaces (1600–1616) and Roger North's Discourse on the Study of the Laws (pub. 1824), among others. We particularly like the chapters on Moots and Mock Trials, Legal Research, and From Learning to Earning, and the Appendix on Legal Shorthand. An interesting statement of the writer's views on an ideal education for the Bar occurs at p. 120: " If our mode of training for the Bar were an adequate one it would provide an elaborate system of compulsory moots and mock trials . . . but we are far from this reform." We wonder whether the writer has heard of the Blue Bag Society, which died an untimely death on the outbreak of war in 1914, and which aimed at unofficially providing this lacuna. Further on he remarks: " It has been truly observed that the broad result of the present system is that the greater part of a barrister's forensic experience, and possibly also much of his experience of chamber work, is acquired at the risk and expense of his clients after he has begun to practise." It is partly because solicitors know this that a young man finds it so hard to get his start. Can there be any doubt that this is true, and that it calls for a speedy reform?

NOTES OF CASES

HOUSE OF LORDS

Devlin or Breen *v.* Devlin

Viscount Simon, L.C., Lord Thankerton, Lord Macmillan, Lord Porter, Lord Simonds. 25th January, 1945

Scotland—Will—Bequest to son and daughter or the survivor—Son predeceases testatrix leaving issue—Whether son takes bequest—Application of principle conditio si sine liberis institutus decesserit.

Appeal from the Court of Session.

The testatrix by her last trust disposition and settlement dated the 5th July, 1937, conveyed her whole estate to her trustees upon trust to realise the same and to divide the proceeds equally between her two children, her daughter, E, and her son, G, " or the survivor." The son died in June, 1941. He predeceased the testatrix and left five children him surviving. The testatrix died in December of the same year. The main question for determination was whether the rule of construction, known in Scotland as *conditio si sine liberis institutus decesserit*, applied in favour of the first respondents, the children of the deceased son, and qualified the gift over in favour of the daughter, the appellant, on survivance of her brother, so that the bequest in favour of the son did not fail. It is a well established rule of law in Scotland that in certain circumstances a bequest in favour of a beneficiary does not fail by the predecease of the beneficiary unless the beneficiary has left no issue. The typical case for the application of the rule is where the bequest takes the form of a provision by a parent in favour of his child or children, for the justification of the rule as based in the *pietas* of the parent. The Lord Ordinary, Lord Robertson, held the *conditio* did not apply. The Court of Session, by a majority, held that it did. The daughter appealed. She sought to produce evidence that the son had been otherwise provided for and that it was the intention of the testatrix that the daughter should take all the estate as survivor.

Lord Thankerton said that the application of the *conditio* was a rule of construction arising in the case of a limited class of wills, and that it was not a presumption of law, rebuttable by evidence, though it might be said to be founded on certain presumptions: *Hall* v. *Hall* (1891), 18 R. 690. The case of *Dixon* v. *Dixon* (1841), 2 Rob. 1, recognised as established law that where there was a gift over on failure of the institute to take, the gift over was to be read as qualified by the *conditio*. This case remained a typical one for the application of the *conditio*. The rule, where applicable, could only be displaced by a contrary intention expressed, or clearly implied, in the operative testamentary writings. No such contrary intention was to be found here. The appeal should be dismissed.

The other noble and learned lords agreed in dismissing the appeal.

Counsel: *J. L. Clyde*, K.C., and *W. R. Milligan*; *The Solicitor-General for Scotland* (Sir David King Murray, K.C., M.P.), and *J. G. Wilson*.

Solicitors: *Bird & Bird*, for *Davidson & Syme*, W.S., Edinburgh; *John Kennedy & Co.*, for *Macpherson & Mackay*, W.S., Edinburgh.

[Reported by Miss B. A. Bicknell, Barrister-at-Law.]

COURT OF APPEAL

Picken *v.* Bruce

Lord Greene, M.R., Finlay and Morton, L.JJ. 24th November, 1944

Superannuation—Railway company's scheme—Contributions and pension based on salary—Salary includes " wages " and " bonuses "—Whether war bonus " wages "—Whether overtime " wages "—Deficiency in contributions—Liability to make good deficiency.

Appeal from a decision of Evershed, J.

The plaintiffs were, or had been, employees of the G.N. Railway Co., and, as such, were contributors to that company's superannuation scheme, which had been established under statutory powers. That company had been taken over by the L.N.E. Railway, and with it the company's liabilities under the scheme. The scheme provided for the companies employees contributing, by deduction, a fixed proportion of their " salaries " to the fund, and on retirement they became entitled to pensions calculated by reference to the total amount of salary they had received while employed. The word " salary " was defined as including " wages and any bonus, house or house allowance." During the last war and subsequently the company's servants had been paid an addition to their wages, known as " war bonus." They also earned various sums for overtime, Sunday pay and other allowances. One of the plaintiffs was a locomotive driver, he was temporarily put down a grade and became a " driver put back." When he did locomotive driver's work he was paid extra. Contributions to the fund and pensions had in the past been calculated on the basis that " salary " did not include war bonus, or pay for overtime, Sunday work or allowances. The plaintiffs, one of whom was a pensioner, the others still being contributors to the fund, claimed a declaration that the pensions to which they were entitled were to be calculated on the basis of their wages, to which should be added these additional payments, and, further, that they were entitled to be paid these additional benefits from the fund without any deduction in respect of under-deductions from wages in the past. Evershed, J., held that the pension benefits payable ought to be calculated on the basis of including war bonus as part of the salary, but not including overtime and Sunday extra pay or other allowances. He further held that, where contributions to the fund had been made on too low a scale by reason of war bonus being disregarded, the amount of such under-deductions could not be made good by deductions from pension benefits or from future salary or wages. The railway company appealed, and the plaintiffs cross-appealed on the question of overtime, Sunday pay and allowances.

Lord Greene, M.R., said that the first question dealt with the main appeal was whether " war bonus ought to be brought into calculation. It was a short question of construction, namely, what was meant by " 'salary' includes, wages and any bonus, house or house allowance." It was said that the definition itself used the phrase " any bonus." This payment was called a " bonus "; therefore it was included. Against this, it was argued that " bonus " must be construed in relation to the type of payment known in the railway world as a " bonus." He did not think it necessary to go into that question, because it seemed to him that this payment fell within the word " wages " itself. It appeared to him to be in every true sense a wage. It was a flat rate applicable to all grades, for the simple reason that the rise in the cost of living affected all grades. This conclusion was helped by *Sutton* v. *Attorney-General*, 39 T.L.R. 294, and *James* v. *Tees Conservancy Commissioners* (1933), 46 Ll. L.R. 283. Evershed, J., was right in saying that " war bonus " should be taken into account. The next question was whether or not a claimant could claim a pension on that basis without bringing into account the deficit in his past contributions. The learned judge held he was not so bound and based his decision on the judgment of Farwell, J., on *Tees Conservancy Commissioners* v. *James* [1935] Ch. 544. Those proceedings were by originating summons taken out by the commissioners to determine whether they were entitled to recover from the defendants the amount of the deductions which should have been made from their bonus for the purposes of the Tees Conservancy Act, 1907, and which had not been made. Farwell, J., held that there was no legal liability on members to make any such payments. That was the limit of the decision. It was not argued that, whether or not there was a right to recover directly from a member, that member ought not to be allowed to take money from the fund without himself contributing to it what he ought to have contributed to it in the past. That was a well-known equitable principle stated in *In re Akerman* [1891] 3 Ch. 212. Farwell, J., did not deal with that aspect of the matter. There were two cases in which that principle was asserted quite clearly as being applicable to superannuation cases. The first was *Dewhurst* v. *Salford Guardians* [1925] Ch. 655; [1926] A.C. 619; the second, *Gissing* v. *Liverpool Corporation* [1935] Ch. 1. Look at the matter how you might, this member had not contributed enough. If he came to make a claim, then he had to do what was right and bring the fund up to its right level, before he could claim to participate in it. He was not bound to do it, if the true view were that he was under no legal obligation and could not be sued directly. He need not come to the fund and ask for anything. It was only when he came to the fund that the equitable principle applied to him. Therefore the equitable principle did not mean that he was having an obligation imposed on him to make a contribution in a different way to the limited way by deduction provided for by the rules; it simply meant he could not come and take money out without putting money in. Evershed, J., here came to a wrong decision on this aspect of the matter. The cross-appeal

fell into two halves, overtime, Sunday pay, and so forth, and extra pay earned by a driver put back in another group. He did not think that overtime and Sunday pay fell naturally under the description of " wages." Allowances could not be described as part of the wages. Nor was the extra earnings of a driver put back " wages."

FINLAY and MORTON, L.JJ., agreed.

COUNSEL: *Sir Walter Monckton*, K.C., *Charles Harman*, K.C., and *Wilfrid Hunt*; *F. W. Beney*, K.C., and *W. R. Nicholas*; *G. D. Johnston* and *J. Pennycuick*; *Harvey Moore*.

SOLICITORS: *W. H. Hanscombe*; *Kenneth Brown, Baker, Baker*; *Layton & Co.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

CHANCERY DIVISION

In re Moss's Trusts; Moss *v.* Allen

Vaisey, J. 15th December, 1944

Will—Construction—Settled legacies—Forfeiture clause—Marriage " to a person not a member of the Jewish faith "—Uncertainty—Validity.

Adjourned summons.

The testator, who died in 1876, by his will directed his trustees to hold a legacy of £6,000 for each of his children and, in the case of daughter, to retain the legacy upon trust for the daughter for life and then for her husband for life and then for her children at twenty-one or marriage. He settled his residuary estate upon similar trusts for the benefit of his children. The will then provided " if any child or grandchild of mine shall intermarry with any person not a member of the Jewish faith any legacies, bequests and interests not absolutely vested in possession hereinbefore made to such child or grandchild or to his or her children, shall, from the date of such marriage, cease, and be absolutely void, and shall immediately vest in the person or persons who would be entitled to the subject-matter of such legacies, bequests or interests, if the child or grandchild so marrying were simply dead or dead without leaving a wife, husband or child who would, but for this clause, take a vested interest in such subject-matter as the case may be." The testator was survived by a daughter, L, who died a widow in 1942. She had three sons. One, J, married a Roman Catholic in 1904 and died intestate in 1942. This summons asked whether J had forfeited his share of the £6,000 and residue which was settled on his mother and her children.

VAISEY, J., said he was bound to pay the same regard to the dicta in *Clayton* v. *Ramsden* [1943] A.C. 320; 86 SOL. J. 384, as to the meaning of the words " of the Jewish faith " as was paid to them by Uthwatt, J., in *In re Donn's Will Trusts*; *Donn* v. *Moses* [1944] Ch. 8; 87 SOL. J. 406. As in the former case, so in the present, the testator's intentions were not in doubt. The trouble was that he had not framed the condition subsequent, or of defeasance, with that measure of clarity and certainty which was necessary to make it valid according to the standard laid down in *Sifton* v. *Sifton* [1938] A.C. 656; 82 SOL. J. 680. The expression " of the Jewish faith," whatever was the sense in which it was used, was one of complete uncertainty. The result was that the will must be executed as though that provision had not been inserted.

COUNSEL: *E. M. Winterbotham*; *H. A. H. Christie*, K.C., and *J. G. Strangman*; *Norman Daynes*, K.C., and *A. C. Nesbitt*.

SOLICITORS: *Staddon, Pyke & Barnes.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION

Ouardi Kavala, Ltd., and Another *v.* Grigg and Others.

Atkinson, J. 28th November, 1944.

Emergency law—Requisition notices—Taking possession of land—Whether notice to treat necessary—Defence of the Realm Act, 1842 (5 & 6 *Vict. c.* 94), *s.* 19; *Defence (General) Regulations*, 1939, *reg.* 51.

The plaintiffs and the defendants in this case, instead of putting in a statement of claim and defence at the trial, agreed the facts and set down a special case for determining the questions of law.

The plaintiffs owned two large houses in respect of which three requisition notices were served on behalf of the Secretary of State for War. From first to last the plaintiffs had been ready and willing to negotiate and treat with the defendant, the Secretary of State for War, and had offered to do so. Notwithstanding this, the defendants served the notice and took possession under reg. 51 of the Defence (General) Regulations, 1939. Under the Defence of the Realm Act, 1842, s. 9, powers were given to the principal officers of her Majesty's ordinance to contract for and purchase leases of buildings. Under s. 16 there was a power of entry on land for the purpose of marking it out for purchase. Section 19 contained a code setting out how to obtain ownership or possession of the land for the public service, including provision for notice to treat. Under s. 23, land was not to be taken without the consent of the owners, except in certain cases. The Defence Act of 1860 altered the method by which compensation was to be assessed and dealt with lands to be compulsorily acquired for the purpose of fortifications (*Hawley* v. *Steele* (1877), 6 Ch. D. 521, at p. 527).

ATKINSON, J., said that the occasion when the powers in s. 1 of the Emergency Powers (Defence) Act, 1939, could be exercised was far wider than those contained in s. 9 of the Act of 1842. Another point was that there was only power to take possession of land and no power of acquiring land. The plaintiffs complained that the provisions of s. 19 of the 1842 Act were joined, and the argument was that reg. 51 of the Defence (General) Regulations, 1939, had to be construed as if with s. 19 of the 1842 Act it formed one code. On the other hand it was said that in the order there was a complete code. By way of illustrating this it was said that it was almost immediately followed by an Act to provide for compensation in cases where those powers were exercised, and special tribunals were set up and regulations made showing how the compensation was to be assessed. It was admitted that to acquire land a notice to treat must be served, but here possession was taken by reg. 51. This argument, in his lordship's view, was unanswerable. Regulation 51 created an entirely new power which had no relation to what could be done under the 1842 Act, s. 19. No notice was necessary (*Carltona* v. *The Commissioner of Works and Others* (1943), 2 All E.R. 560). Regulation 51 therefore authorised the Secretary of State for War to take possession of land by requisitioning, notwithstanding that the owner was ready and willing to negotiate and to give possession subject to an agreement.

Judgment for defendants.

COUNSEL: *S. L. Howes*; *Valentine Holmes.*

SOLICITORS: *Roche, Son & Neale*; *The Treasury Solicitor.*

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

OBITUARY

LORD FAIRFIELD

The Rt. Hon. Sir Frederick Greer, P.C., Baron Fairfield of Caldy, died on Sunday, 4th February, aged eighty-one. He was educated at Ormskirk Grammar School, at the Grammar School, Old Aberdeen, and at Aberdeen University. In 1886 he was called to the Bar by Gray's Inn, and joined the Northern Circuit. In 1919 he was selected for a vacancy which occurred in the King's Bench Division, and in 1927 he went to the Court of Appeal. He retired from the Bench eleven years later. An appreciation will be published in our next issue.

SIR ERNEST BIRD

On going to press we learn with regret of the death of Sir Ernest Bird, President of The Law Society, 1943–44. An appreciation will appear in our next issue.

SIR JOHN HUNT

Sir John Hunt, O.B.E., Town Clerk of Westminster from 1900 to 1928, died recently, aged eighty-five. He was called by the Middle Temple in 1891, and received the honour of knighthood in 1923.

MR. W. J. DOUGLASS

Mr. Walter John Douglass, late Puisne Judge of Supreme Court of British Guiana, died on Thursday, 1st February, aged eighty-one. He was called by the Inner Temple in 1903.

MR. M. J. JARVIS

Mr. Matthew Jervoise Jarvis, solicitor, of Finsbury Square, E.C.2, died on Monday, 29th January, aged seventy-three. He was admitted in 1893.

MR. E. G. MASON

Mr. Edward Gustavus Mason, barrister-at-law, died on Wednesday, 31st January, aged eighty-one. He was called by the Inner Temple in 1899.

MR. H. J. NICKLIN

Mr. Herbert John Nicklin, solicitor, of Messrs. Nicklin and Cotterell, solicitors, of Walsall, died on Friday, 26th January. He was admitted in 1893.

MR. T. NORTON

Mr. Theodore Norton, solicitor, of Messrs. T. Norton, Son and Hamilton, solicitors, of Grantham, died recently, aged seventy-five. He was admitted in 1891.

MR. T. A. THORP

Mr. Thomas Alder Thorp, solicitor, of Messrs. Dickson, Archer and Thorp, solicitors, of Alnwick, died recently, aged seventy-nine. He was admitted in 1888.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL*]*

Comparative Legislation

Sir,—In view of the fact that the importance of comparative legislation has been frequently stressed in recent times (*ante*, pp. 13, 26), it might not be without interest to your readers to be informed of the manner in which the purpose aimed at by the Law Reform (Contributory Negligence) Bill has been arrived at in Austrian law.

Section 1304 of the Austrian Civil Code of 1st June, 1811, provides as follows: "If in the case of injury there is concurrent negligence on the part of the injured person, damages are to be borne proportionally by the injuring and the injured person and, if proportion cannot be fixed, by either party in equal shares."

A special provision concerning contributory negligence is contained in the Austrian Statute of 9th August, 1908, concerning injuries or deaths inflicted by motor cars. Under that Act, the driver and the owner of a motor car are responsible if a person has been injured or killed by the motor car, unless it is proved that the accident has been caused by negligence of the injured (killed) or of a third person. If the damage was caused only partly by such negligence, the court shall consider all the circumstances of the case and award only a part of the claims. A similar provision is contained in the Statute of 29th July, 1912, concerning damages in the case of collision of ships.

PAUL ABEL,
Chairman of the Study Group of Austrian Lawyers in Great Britain.

London, N.W.3.
1st February.

PARLIAMENTARY NEWS

ROYAL ASSENT

The following Bill received the Royal Assent on 30th January:—
CONSOLIDATED FUND (No. 2).

HOUSE OF LORDS

INDIA (ESTATE DUTY) BILL [H.L.].
Reported without amendment. [1st February.

LAW REFORM (CONTRIBUTORY NEGLIGENCE) BILL [H.L.].
In Committee. [1st February.

HOUSE OF COMMONS

COLONIAL DEVELOPMENT AND WELFARE BILL [H.C.].
To increase the amounts payable out of moneys provided by Parliament for the purposes of schemes under s. 1 of the Colonial Development and Welfare Act, 1940, to extend the period during which certain of such schemes may continue in force, and to amend subs. (2) of the said section as respects the Aden Protectorate.
Read First Time. [31st January.

COMMERCIAL GAS BILL [H.C.].
Read First Time. [1st February.

EAST GRINSTEAD GAS AND WATER BILL [H.C.].
Read First Time. [1st February.

EXPORT GUARANTEES BILL [H.C.].
Read Second Time. [31st January.

ILFORD CORPORATION BILL [H.C.].
Read First Time. [1st February.

LIMITATION (ENEMIES AND WAR PRISONERS) BILL [H.L.].
Read First Time. [1st February.

LOCAL AUTHORITIES LOANS BILL [H.C.].
Read Second Time. [2nd February.

MANCHESTER SHIP CANAL BILL [H.C.].
Read First Time. [1st February.

NURSES BILL [H.C.].
Read First Time. [1st February.

POLICE (HIS MAJESTY'S INSPECTORS OF CONSTABULARY) BILL [H.C.].
To remove the restriction upon the number of His Majesty's Inspectors of Constabulary that may be appointed under s. 15 of the County and Borough Police Act, 1856, or s. 65 of the Police (Scotland) Act, 1857; to provide for the appointment of Chief Inspectors for England and Wales and for Scotland respectively; and to amend the law as to the reports upon matters affecting the police which are to be laid annually before Parliament.
Read First Time. [2nd February.

ROAD TRANSPORT LIGHTING (CYCLES) BILL [H.L.].
Read Second Time. [2nd February.

SOUTH SUBURBAN GAS BILL [H.C.].
Read First Time. [1st February.

STAFFORDSHIRE POTTERIES STIPENDIARY JUSTICE BILL [H.C.].
Read First Time. [1st February.

TEACHERS (SUPERANNUATION) BILL [H.C.].
Read Second Time. [30th January.

WADEBRIDGE RURAL DISTRICT COUNCIL BILL [H.C.].
Read First Time. [1st February.

WAGES COUNCILS BILL [H.C.].
Reported with amendments. [1st February.

WATER BILL [H.C.].
To make provision for the conservation and use of water resources and for water supplies and for purposes connected therewith.
Read First Time. [31st January.

WARRINGTON CORPORATION BILL [H.C.].
Read First Time. [1st February.

WEAVER NAVIGATION BILL [H.C.].
Read First Time. [1st February.

WISBECH WATER BILL [H.C.].
Read First Time. [1st February.

WAR LEGISLATION

STATUTORY RULES AND ORDERS, 1944–1945

E.P. 74. **Agriculture and Fisheries** Order in Council, Jan. 24, amending the Defence (Agriculture and Fisheries) Regulations, 1939.

E.P. 67. **Apparel and Textiles.** Gloves (No. 8) Directions. Jan. 30.

E.P. 75. **Armed Forces** Order in Council, Jan. 24, amending the Defence (Armed Forces) Regulations, 1939.

E.P. 99. **Coal Distribution** Order, 1943, General Direction (Restriction of Supplies) No. 11. Jan. 24.

E.P. 32. **Consumer Rationing** (Amendment of 1944 Consolidation) Order, Jan. 19.

E.P. 61. Consumer Rationing Order, Jan. 25, *re* Fur Apparel.

E.P. 64. **Containers and Straps** (No. 5) Order. Jan. 29.

E.P. 105. **Control of Building Operations** (No. 3) Order. Jan. 29.

No. 83. **Death Duties,** Northern Ireland. Relief against Double Duty: St. Helena.

E.P. 71–72 (as one publication) **Defence.** Orders in Council, Jan. 24, amending the Defence (General) Regulations, 1939.

71. Adding reg. 47AAD to the Defence (General) Regulations, 1939.

72. Amending Regulations 69A and 70 of the Defence (General) Regulations, 1939.

E.P. 70. **Delegation of Emergency Powers** (Min. of Commerce for N. Ireland). Jan. 24.

No. 79. **Diplomatic Privileges** (U.N.R.R.A.) Order in Council.

No. 81. **Fiji Prize Court** (Fees) Order in Council. Jan. 24.

E.P. 73. **Finance.** Order in Council, Jan. 24, adding Reg. 7AB to the Defence (Finance) Regulations, 1939.

E.P. 62. **Limitation of Supplies** (Misc.) (No. 25) Order. Jan. 29.

E.P. 63. Limitation of Supplies (Toys and Indoor Games) Order. Jan. 29.

No. 1480/S. 71. **Police** (Scotland) Regulations. Dec. 22.

No. 1481/S. 72. Police (Women) (Scotland) Regulations. Dec. 22.

No. 43. **Trading with the Enemy** (Custodian) Order, Jan. 20.

No. 11. Trading with the Enemy Specified Persons (Amendment) (No. 1) Order. Jan. 17.

No. 46. Trading with the Enemy Specified Persons (Amendment) (No. 2) Order, Jan. 23.

STATIONERY OFFICE

List of Statutory Rules and Orders, 1944. 1s.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

NOTES AND NEWS

Honours and Appointments

The Lord Chief Justice of England has appointed Mr. WILLIAM VALENTINE BALL, O.B.E., Senior Master of the Supreme Court, to be the Prescribed Officer under the Parliamentary Elections Act, 1868.

Mr. R. E. BURRELL, K.C., has been elected a Master of the Bench of the Inner Temple.

Mr. G. M. PORTER, solicitor, of Carlisle, has been appointed Assistant Solicitor to the Borough of Crewe. He was admitted in 1941.

Mr. B. J. FOX, K.C., has been appointed Recorder of Belfast, in succession to Mr. J. D. Chambers, K.C., who resigned in November to return to the Bar.

Notes

The quarterly meeting of The Lawyers' Prayer Union will be held on Monday, 12th February, at 5.30 p.m., in the Council Room of The Law Society, preceded by half an hour for tea. The speaker on this occasion will be the Rev. Norman C. Pateman, a missionary on furlough from China, whose subject will be "Changing China."

The National Institute for the Blind has opened a campaign this year to raise a large central fund to establish ophthalmic research centres in London, Oxford, Manchester and Leeds, for the prevention of blindness. It is intended to attach the centres to universities with hospital facilities. During the past year £100,000 has been raised, mostly from industry, as the result of the Oxford University ophthalmic appeal, and the research institute is in active operation and is to be extended. Many urgent research problems await solution, including the value of remedial exercises in defective vision, especially in children, the relation between eyesight and nutrition, and the effects of many industrial processes and of lighting. Following his work for the Oxford University Foundation, Sir James Marchant has been invited by the National Institute for the Blind to promote this national campaign and communications should be sent to him at Lenthay Lodge, Sherborne, Dorset. The support of ophthalmic research is a business proposition from the standpoint of industry, for its applied results in the factory help to maintain the health of the workers and to aid industrial output and efficiency.

PROFESSIONAL MISCONDUCT

The disciplinary committee, constituted under the Solicitors Acts, 1932 to 1941, sitting in public at Carey Street, W.C., on 26th January, ordered that the name of Horace William Daniels, of 5 Pierpoint Street, Worcester, be struck off the roll.

They found that Daniels had been guilty of professional misconduct in that he failed to keep such books and accounts as might be necessary to show and distinguish, in connection with his practice, moneys received from or on account of, and moneys paid to or on account of, each of his clients, and the moneys paid and received on his own account; and that he improperly utilised money held or received on behalf of clients.

The committee stated that they were satisfied that Daniels had no fraudulent intention and they appreciated the fact that no client of his had ever suffered loss.

TRANSFER OF SECURITIES

The Board of Trade have made the Trading with the Enemy (Custodian) Order (S.R. & O., 1945, No. 43), which vests in the Custodian of Enemy Property all rights relating to the transfer of securities belonging to or held to account of persons resident or carrying on business in areas under the sovereignty of a power with whom His Majesty is at war or controlled by such persons. The intention of the order is to ensure that these securities shall still continue under the control of the Custodian in the event of their owners' establishing residence in neutral countries and thereby ceasing to come within the definition of "enemy" contained in the Trading with the Enemy Act, 1939.

The attention of banks, finance houses, company registrars and others is directed to the precise wording of the order. They are not required to transfer the securities into the name of the Custodian, but they are notified that it will not be lawful to transfer any security to which the order relates or to pay any dividend except in accordance with arrangements which have been authorised by the Custodian or the Trading with the Enemy Department.

PROPERTY IN LIBERATED COUNTRIES

The Trading with the Enemy Department (Treasury and Board of Trade) announce that arrangements have been made with the Belgian, Netherlands and Norwegian authorities regarding personal and commercial debts and claims outstanding between persons resident in the United Kingdom and persons resident in the countries concerned, whereby facilities will be accorded for resolving the position which arose when those countries were invaded.

These authorities will in due course assist persons in the United Kingdom to identify and recover their assets in the countries concerned and to trace their debtors, and will consider the removal of any legal obstacle, arising from the war, which might prevent an equitable settlement of outstanding indebtedness.

Debts owing by firms and persons in the United Kingdom to firms and persons in Belgium, the Netherlands and Norway will be collected by the Custodian of Enemy Property with a view to payment to the creditors through the medium of the authorities concerned, and persons who owe money to, or hold assets for, persons resident or trading in Belgium, the Netherlands or Norway will be informed in due course of the action they are required to take.

CENTRAL HOUSING ADVISORY COMMITTEE

At the request of the Minister of Health, the Central Housing Advisory Committee has set up special Sub-Committees to investigate and report on the following subjects.

1. *Housing Management Sub-Committee.*
   Chairman: Lord Balfour of Burleigh.
   Joint Secretaries: Mr. N. C. Rowland, Mrs. Hill } Ministry of Health.
   Terms of Reference—"To consider and advise whether any further advice ought to be given to local authorities regarding the management of municipal housing estates in the light of the special conditions likely to arise in the immediate post-war period, with particular reference to any special steps which ought to be taken in connection with the various types of temporary accommodation to be provided under the Housing (Temporary Accommodation) Act."
2. *Conversion of Existing Houses Sub-Committee.*
   Chairman: Mr. L. Silkin, M.P.
   Secretary: Mr. I. I. Ungar, Ministry of Health.
   Terms of Reference—"To advise on the possible scope for, and difficulties in the way of, the conversion and adaptation of existing houses, on the assumption that requisitioning powers will shortly come to an end."
3. *Sub-Committee on suggestions for the amendment of the Housing Acts and standards of fitness.*
   Chairman: Alderman Sir Miles Mitchell, J.P.
   Secretary: Mr. T. W. Williams, Ministry of Health.
   Terms of Reference—(i) "To consider the suggestions which have from time to time been submitted to the Minister for the amendment of the present Housing Acts, and advise what action, if any, ought to be taken on them."
   (ii) "To consider whether further guidance as to standards of fitness for habitation can be given within the terms of the existing Housing Acts; and if so, what form the guidance should take."

TRADING WITH THE ENEMY

The Board of Trade announce that they have made two Orders:

(1) The Trading with the Enemy (Specified Persons) (Amendment) (No. 1) Order, 1945 (S.R. & O., 1945, No. 11). This Order consolidates for the convenience of traders all existing Specified Persons Orders except the forthcoming Amendment Order mentioned in para. 2 of this notice.

(2) The Trading with the Enemy (Specified Persons) (Amendment) (No. 2) Order, 1945 (S.R. & O., 1945, No. 46). This is a

new Order which came into force on 29th January, 1945, containing changes in the list of traders abroad with whom it is unlawful to have dealings of any kind.

Persons owing money to, or holding the property of, specified persons are reminded that they are under statutory obligation to report particulars to the Custodians of Enemy Property.

The Treasury and the Board of Trade draw attention to the provisions of :—

(*a*) the Trading with the Enemy (Authorisation) Order, 1945, dated 1st February, 1945 (S.R. & O., 1945, No. 91) ;

(*b*) the Trading with the Enemy (Transfer of Negotiable Instruments, etc.) Order, 1945, dated 1st February, 1945 (S.R. & O., 1945, No. 92) ;

(*c*) the Trading with the Enemy (Custodian) (Amendment) Order, 1945, dated 1st February, 1945 (S.R. & O., 1945, No. 93).

The general effect of these Orders is that those provisions of the Trading with the Enemy Act, 1939, and the Custodian Order, 1939, which remained in force after the liberation of Belgium, now cease to apply *in respect of money and property accruing after 1st February, 1945, to persons resident in Belgium.* Money which becomes payable to persons resident in Belgium on or after the 1st February, 1945, and property coming into the ownership of such persons on or after the 1st February, 1945, cease to be subject to the control of the Custodian.

Money which has become due before the 1st February, 1945, but has not yet been paid or held to the order of the Custodian remains payable to the Custodian. Similarly property in the United Kingdom which before 1st February, 1945, was subject to report to the Custodian remains property to which the Custodian Order, 1939, applies, and must not be parted with, or dealt with, without the consent of the Board of Trade.

The Orders also lift the application of ss. 4 and 5 of the Trading with the Enemy Act, 1939, in respect of certain transactions which may be affected on or before the 1st February, 1945. The transactions, which are now sanctioned, comprise the assignment of choses in action, the transfer of negotiable instruments, the transfer of coupons or other securities transferable by delivery which are not negotiable instruments, and the transfer of United Kingdom registered securities which have been acquired after the 1st February, 1945.

The obstacles in the way of trading with persons in Belgium which arose out of the Trading with the Enemy legislation have now been removed. Banking channels between the two countries are now restored, subject to the operation of the Defence (Finance) Regulations, about which any persons intending to have transactions with Belgium should as usual consult their bankers. Attention is drawn to the necessity for compliance with other United Kingdom regulations, e.g., export and import licensing, and the parallel regulations of the Belgian Government. Moreover, the actual undertaking of commercial transactions must depend on the availability of the necessary physical facilities, e.g., supply of goods, transport, etc.

Wills and Bequests

Mr. F. G. Allen, solicitor, of Southsea, left £95,424, with net personalty £92,411.

Mr. E. Fail, solicitor, of Berkhamsted, left £20,844, with net personalty £14,049.

Lord Fleming, Senator of College of Justice, Edinburgh, left £37,304.

Sir Philip Hubert Martineau, of Sunningdale, Berks, and Gray's Inn, left £37,807, with net personalty £29,764.

Mr. F. S. Morgan, solicitor, of Henley-on-Thames, a director of the Law Fire Insurance Society, Ltd., left £130,118, with net personalty £125,464.

Mr. F. J. Press, solicitor, of Bristol, left £10,777, with net personalty £6,687.

Mr. F. J. Ratcliffe, solicitor, of Pangbourne, left £52,514, with net personalty £49,497.

Mr. A. R. Roebuck, solicitor, of Blackburn, left £29,057, with net personalty £21,597.

Mr. A. W. Stanton, solicitor, of Stroud, left £99,445, with net personalty £73,438.

Mr. J. H. T. Wharton, solicitor, of Southampton, left £25,780, with net personalty £23,340.

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price 5th Feb. 1945	Flat Interest Yield	‡ Approximate Yield with redemption
English Government Securities			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	110⅜	3 12 3	2 18 6
Consols 2½%	JAJO	82½	3 0 7	—
War Loan 3% 1955–59	AO	103	2 18 3	2 13 1
War Loan 3½% 1952 or after	JD	104⅜	3 6 10	2 15 9
Funding 4% Loan 1960–90	MN	114¼	3 10 0	2 16 5
Funding 3% Loan 1959–69	AO	101	2 19 5	2 18 2
Funding 2¾% Loan 1952–57	JD	101¼	2 14 3	2 11 1
Funding 2½% Loan 1956–61	AO	98½	2 10 9	2 12 4
Victory 4% Loan Av. life 18 years	MS	112¾	3 10 11	3 1 4
Conversion 3½% Loan 1961 or after	AO	107	3 5 5	2 18 10
Conversion 3% Loan 1948–53	MS	102½	2 18 6	2 1 11
National Defence Loan 3% 1954–58	JJ	102	2 18 10	2 14 11
National War Bonds 2½% 1952–54	MS	100½	2 9 9	2 8 7
Savings Bonds 3% 1955–65	FA	101	2 19 5	2 17 10
Savings Bonds 3% 1960–70	MS	100	3 0 0	3 0 0
Local Loans 3% Stock	JAJO	95¼	3 3 0	—
Bank Stock	AO	385½	3 2 1	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	92½	2 19 6	—
Redemption 3% 1986–96	AO	99½	3 0 4	3 0 6
Sudan 4½% 1939–73 Av. life 16 years	FA	114	3 18 11	3 7 0
Sudan 4% 1974 Red. in part after 1950	MN	110	3 12 9	2 0 5
Tanganyika 4% Guaranteed 1951–71	FA	106	3 15 6	2 17 11
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	98	2 11 0	2 14 4
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	107	3 14 9	3 3 5
Australia (Commonw'h) 3½% 1964–74	JJ	100	3 5 0	3 5 0
*Australia (Commonw'h) 3% 1955–58	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	114	3 10 2	3 0 6
*Queensland 3½% 1950–70	JJ	101	3 9 4	3 5 6
Southern Rhodesia 3½% 1961–66	JJ	104	3 7 4	3 3 6
Trinidad 3% 1965–70	AO	100	3 0 0	3 0 0
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	94½	3 3 6	—
*Croydon 3% 1940-60	AO	101	2 19 5	—
*Leeds 3¼% 1958–62	JJ	102	3 3 9	3 1 5
*Liverpool 3% 1954–64	MN	100	3 0 0	3 0 0
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	106	3 6 0	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	95xd	3 3 2	—
*London County 3½% 1954–59	FA	105	3 6 8	2 17 9
Manchester 3% 1941 or after	FA	94	3 3 10	—
*Manchester 3% 1958–63	AO	101	2 19 5	2 18 2
Met. Water Board 3% "A" 1963–2003	AO	98	3 1 3	3 1 5
Do. do. 3% "B" 1934–2003	MS	98½	3 0 11	3 1 2
Do. do. 3% "E" 1953–73	JJ	99	3 0 7	3 1 1
Middlesex C.C. 3% 1961–66	MS	101	2 19 5	2 18 5
*Newcastle 3% Consolidated 1957	MS	101	2 19 5	2 18 2
Nottingham 3% Irredeemable	MN	94	3 3 10	—
Sheffield Corporation 3½% 1968	JJ	107	3 5 5	3 1 6
English Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	116¼	3 8 8	—
Gt. Western Rly. 4½% Debenture	JJ	122½	3 13 6	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	133½	3 14 11	—
Gt. Western Rly. 5% Preference	MA	120½	4 3 0	—

* Not available to Trustees over par.
† Not available to Trustees over 115.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date ; in the case of other Stocks, as at the latest date.

"THE SOLICITORS' JOURNAL"

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Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).